

1 BILL NO. S-95-09- 19

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3 SPECIAL ORDINANCE NO. S-70-95

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AN ORDINANCE approving the awarding
of I.T.B. #7190 by the City of Fort
Wayne, Indiana, by and through its
Department of Purchasing and JUST
TRUCKS/INFINITI OF FW for the
WEIGHTS & MEASURES DEPARTMENT.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That I.T.B. #7190 between the City of Fort Wayne, by
and through its Department of Purchasing and JUST TRUCKS/INFINITI OF
FW for the WEIGHTS & MEASURES DEPARTMENT, respectfully for:

the purchase of a 1986 3/4 ton heavy duty pickup
truck for the Weights & Measures Department;

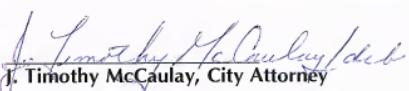
involving a total cost of Eight Thousand Five Hundred and no/100 Dollars
(\$8,500.00), all as more particularly set forth in said I.T.B. #7190, which is on
file in the Office of the Department of Purchasing, and is by reference
incorporated herein, made a part hereof, and is hereby in all things ratified,
confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from
and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM
AND LEGALITY



T. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Bradbury,
seconded by Edmonds, and duly adopted, read the second time by Edmonds,
title and referred to the Committee on Finance (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Common Council Conference Room 128, City-County
Building, Fort Wayne, Indiana, on October 10th, the 10th day
of October, 1995, at 9:00 o'clock A.M., E.S.T.

DATED: 9-26-95

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,
seconded by Long, and duly adopted, placed on its passage.
PASSED POST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BRADBURY	<u>✓</u>			
EDMONDS				<u>✓</u>
GIAQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY				<u>✓</u>
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 10-10-95

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. A-70-95
on the 10th day of October, 1995

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Don J. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 11th day of October, 1995,
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of October,
1995, at the hour of 8:00 o'clock A.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

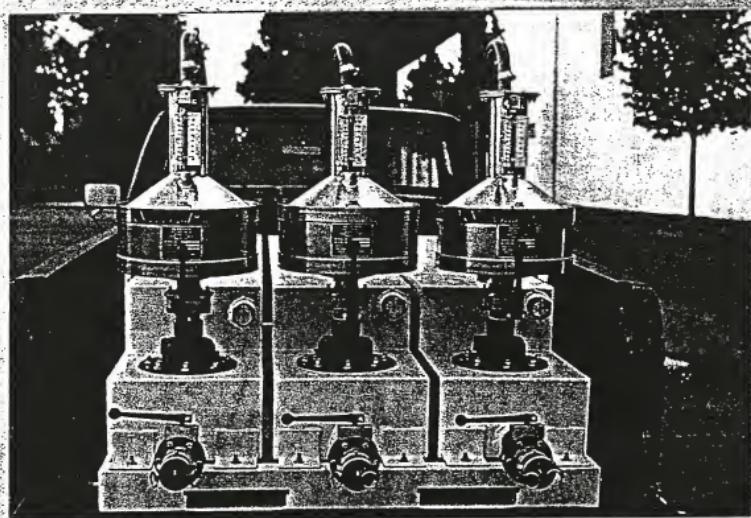
BILL NO. S-95-09-19

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - CHAIR
MARK E. GIAQUINTA - VICE CHAIR
ALL COUNCIL MEMBERS

Paul E. Gruenwald
Debra L. Hirne
Lori Tolzman
James O. Dunphy
Audie P. Dwyer
Mark D. Long
James K. Edmonds

DATED: 10-10-95

Sandra E. Kennedy
City Clerk



DELL AUTO SALES, INC.
1420 Cohen Road
Fenton, Wayne, IN 46738
(219) 484-6223

DATE 7-6-97		SALESPERSON
PURCHASER'S NAME CECIL T. COOPER		
STREET ADDRESS 1420 COHEN RD		
CITY STATE ZIP		
RESIDENCE PHONE BUSINESS PHONE		
USED CAR TRADE-IN AND/OR OTHER CREDITS		
MAKE OF TRADE-IN		YEAR
SERIES		COLOR
VEHICLE I.D. NUMBER		
BALANCE OWED (Good Until) \$		
BALANCE OWED TO		VERIFIED BY:
TRADE-IN ALLOWANCE \$		
CASH DEPOSIT WITH ORDER (RECEIPT #)		
TOTAL CREDITS (Transfer To Left Column) \$		
Purchaser is responsible for and shall pay the amount, if any, by which the Balance Owed on the Trade-In exceeds the Trade-In Allowance.		
WARRANTY INFORMATION		
<p>NEW OR DEMONSTRATOR: If the Vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.</p> <p>Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.</p> <p>USED: THIS IS AGREEMENT FOR A USED VEHICLE. THE INFORMATION YOU SEE ON THE FEDERAL TRADE COMMISSION "W-907" FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE REVERSE SIDE OF THIS ORDER OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.</p>		
<p>ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED: UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY THE DEALER ON HIS OWN BEHALF, DEALER DISCLAIMS ALL WARRANTIES WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.</p>		
<p>Terms of Payment of Balance Due on Delivery:</p> <p><input type="checkbox"/> CASH \$ <input type="checkbox"/> CONSUMER CREDIT FINANCING BY OR THROUGH DEALER.</p> <p>THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.</p>		
<p>TRADE-IN CERTIFICATION: THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. (INITIAL)</p> <p>Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.</p>		
<p>ACCEPTED PURCHASER X _____</p> <p>BY: _____ TITLE: _____ PURCHASER X _____</p> <p>THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER. BEFORE SIGNING THIS ORDER READ IT CAREFULLY.</p>		

DELL AUTO SALES, INC.
1400 Cedar Lane
Fort Wayne, IN 46833
(216) 484-6261

PLEASE ENTER MY ORDER FOR THE FOLLOWING					
<input type="checkbox"/> NEW		<input type="checkbox"/> USED		<input type="checkbox"/> DEMONSTRATOR	
<input type="checkbox"/> CAR		<input type="checkbox"/> TRUCK			
YEAR	MAKE	SERIES	TYPE		
78	CHEV. SUBURBAN	C-10	1/2		
COLOR	UPPER	TRIM	FACT. ORDER #		
PEW	LOWER				
STOCK NO.	V.I.N. #				
TO BE DELIVERED ON OR ABOUT					
PRICE OF VEHICLE		\$ 19,223			
ACCESSORIES:					
FREIGHT <i>1/2 365</i>					
<i>AT</i>					
<i>A13</i>					
<i>100,000 mi</i>					

\$	TOTAL SALES PRICE	\$
	Less: Trade-In Allowance	
\$	Trade Difference - Indiana Tax Price	
Sales Tax (Computed in Indiana on Tax Price)		\$
		\$
		\$
		\$
TOTAL DELIVERED PRICE		\$
Plus: Balance Owed on Trade-In		\$
LESS: TOTAL CREDITS (Transferred From Rt. Column)		\$
BALANCE DUE ON DELIVERY		\$

TRADE-IN CERTIFICATION: THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A

STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. (INITIAL)

Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.

ACCEPTED
BY: _____ TITLE: _____ PURCHASER X _____

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE
CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER.
BEFORE SIGNING THIS ORDER READ IT CAREFULLY!

DATE	9-6-97	SALESPERSON
PURCHASER'S NAME		
STREET ADDRESS		
CITY	Fort Wayne	STATE
ZIP		
RESIDENCE PHONE		BUSINESS PHONE
USED CAR TRADE-IN AND/OR OTHER CREDITS		
MAKE OF TRADE-IN	YEAR	BODY TYPE
SERIES	COLOR	
VEHICLE I.D. NUMBER		

BALANCE OWED (Good Until _____) \$ _____	
BALANCE OWED TO	VERIFIED BY:
TRADE-IN ALLOWANCE	\$ _____
CASH DEPOSIT WITH ORDER (RECEIPT # _____)	
TOTAL CREDITS (Transfer To Left Column)	\$ _____

Purchaser is responsible for and shall pay the amount, if any, by which the Balance Owed on the Trade-In exceeds the Trade-In Allowance.

WARRANTY INFORMATION
NEW OR DEMONSTRATOR: If the Vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.
Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.

USED *IF YOU PURCHASE IT AS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE FEDERAL TRADE COMMISSION'S WADOM FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WADOM FORM CARRIES THE COUNTER PROVISIONS OF THE CONTRACT OF SALE.*

ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED: UNLESS DEALER FURNISHES IT UNDER A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY THE DEALER ON HIS OWN BEHALF, DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.

Terms of Payment of Balance Due on Delivery:
 CASH \$ _____ CONSUMER CREDIT FINANCING BY OR THROUGH DEALER.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.

TRADE-IN CERTIFICATION: THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. (INITIAL)
Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.

PURCHASER X _____
PURCHASER X _____

Fort Wayne

NISSAN**INFINITI.**
of Fort Wayne

MILES = 76,684

4909 LIMA ROAD • FORT WAYNE, IN 46808 • (219) 484-9500

SELLER NO.	1G2GC24W7GJ16732	NEW	INVOICE NO.	YEAR	MAKE	MODEL
DELIVERY DATE	9-7-95	TRANS-FER	USED	X	8522	1986 Chev
KEY NO. I.G.		STOCK NO.	KEY	BODY STYLE	COLOR	TRIM
SOURCE 100 120 200	SALESMAN NUMBER	PT305	I	P4 3/4 TON	Blue	DARK Blue

We Most Sincerely Appreciate This Opportunity To Serve You. It Is Our Goal To Provide For Your Every Automotive Need. Do Not Hesitate To Avail Yourself Of Our Many Expert Services.

- COMPLETE FINANCING DEPT.
- SPECIALIZED INSURANCE DEPT.
- LOCAL SHUTTLE SERVICE
- AUTO LEASING DEPT.
- FACTORY AUTHORIZED SERVICE & PARTS DEPTS.

THANK YOU**NISSAN****INFINITI.**

of Fort Wayne

Fort Wayne**NISSAN**

4909 LIMA ROAD
FORT WAYNE, INDIANA 46808
(219) 484-9500

THE MANUFACTURER'S WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM. THE SELLER, INFINITI OF FORT WAYNE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PRODUCT. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

SOLD AS IS, WITH ALL FAULTS I hereby make this purchase knowingly without any guarantee, expressed or implied, by the dealer or his agent.

Customer's Signature: *Reginald T. Pearson*

WEIGHTS & MEASURES W/
NAME City of Fort Wayne
ADDRESS ONE MAIN STREET
CITY, STATE, ZIP FORT WAYNE, IN 46802
HOME PHONE
BUS PHONE 427-1157

AS EQUIPPED:

PS, PB, TW, AC, PW, PL, Sliding door, Windshield, Heavy Duty Package, AM/FM Cass Radio

8500 00**Items To Be Added:****LIEN HOLDER:****TOTAL OF ABOVE ITEMS**8500 00Used Car Allowance YR. MAKE MODELSerial # HJ1ATrade In Subject To Re-Appraisal At Time Of Delivery**SUB TOTAL**

Documentary Fees

NET BALANCE8500 00

Sales Tax

EXEMPT

Tire Tax (\$1.25 Per New Unit)

Extended Service Policy

Balance Owing on Used Car

Payoff To:

TOTAL OF ABOVE ITEMS8500 00

Partial Payment Received

Cash On Delivery

BALANCE DUE8500 00

Total Credit

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order.

THIS ORDER SUBJECT TO TERMS AND CONDITIONS PRINTED ON REVERSE SIDE OF THIS ORDER

THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY INFINITI OF FORT WAYNE

THIS ORDER NOT TRANSFERABLE

Purchaser's Signature: *Reginald T. Pearson*Date 9-7-95Address One Main St. - 3rd FloorPhone 427-1157

Title As Follows:

Sales Rep. *Rick Spice*Accepted for INFINITI OF FORT WAYNE BY *Dave Rich*
OK-37808 REYNOLDS/INORICK

CUSTOMER COPY



The City of Fort Wayne

September 25, 1995

To: Fort Wayne City Council Members
From: Weights & Measures Dept.
Reginald T. Pearson, Director/Inspector

To whom this may concern;

S-95-09-19

Weights & Measures Dept. needs to purchase this (well kept) used truck to mount the Seraphin (3) Prover Test Measure Unit on it. This unit will be used to test gasoline pumps throughout the city. The truck is the most convenient way to move this unit around in the various stations because of its size. The unit will be mounted on the rear of the truck and leveled to make this a mobile test measure. It will be used for pump tests only because it will become a Field Test Standard.

The truck I am requesting already has a heavy duty suspension system and the necessary rear bed linings already installed. The Fire Shop will make the other necessary adjustments which will not exceed any of the present money budgeted for 1995.

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of ITB #7190 for the purchase of a 1986 3/4 ton heavy duty pickup truck for the Weights & Measures Department.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Truck to be used for mounting of 3 Prover Test Measure Unit. Unit is designed for gas pump testing. Once unit is mounted it will be a part of the City Standard which is traceable to the National Bureau of Standards.

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT OF NON-PASSAGE: We will have a \$10,000.00 3 Prover Test Measure unit sitting in a box un-used. Gas pumps will continue to be in arrears on testing and inspection.

MONIES INVOLVED: Just Trucks/Infiniti of FW \$8,500.00

PRICE AGREEMENT: PURCHASE ORDER: Yes

SOURCE OF FUNDING: Weights & Measures 010-007-OFFC-4441

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

Amount spent on pickup trucks as of 9/15/95: \$145,313.66